



Revision number:

Purchasing Agent: Debbie Gundersen

Phone: (801) 538-3150

Email: dgundersen@utah.gov

Item: UTAH REFERENCE NETWORK GPS INCLUDING HARDWARE, SOFTWARE AND TECHNICAL SERVICES.

Vendor: 01471B Monsen Engineering Inc.
960 South Main Street
Salt Lake City, Utah 84101

Remit to: Same as above.

Internet Homepage: www.monsenengineering.com

General Contact: Richard Monsen
Telephone: 801-531-6505
Fax: 801-531-6569
Email address: richard@monsengineering.com

Brand/trade name: Trimble/Various

Price: See Attached Price List
Terms: Net 30
Effective dates: 03/10/06 through 03/10/08
Days required for delivery: 30 - 45 days ARO
Price guarantee period: 1 Year
Minimum order: One of any item.
Min shipment without charges: Freight prepaid to Utah with exact point of delivery specified by each order.
Other conditions: 2 year contract with potential extensions to 03/10/2011.

NOTE: THIS IS A NEW CONTRACT.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. All state agency capital outlay purchases over \$10,000.00 must have prior written approval from the Division of Finance. State Agencies will place orders directly with the Vendor and make payment for the same on DF-50 (warrant request). Agencies will return to the Vendor any invoice which reflects incorrect pricing.

COST
The Utah Reference Network GPS

Bidder Name: Monsen Engineering

1. Provide a price for an enterprise Central Data Management Application (network software) license as described in Section 3 for the products identified in your technical offer. RTKNet Software, GPSNet Software, and Web Server Software will be included in the Enterprise Licensing Fee. This price must also include the first two years of maintenance and support fees. Include a description of the support services included for installation, maintenance and testing of the software.
 - a. Enterprise Licensing Fee-first two years of maintenance included: \$ 238,200
 - b. Annual License Maintenance Fee after the first two years \$ 19,950
2. Provide pricing for a complete, operational Base Station Receiver. This price must also include the first two years of maintenance.
 - a. Initial purchase package of 10 base station receivers. \$ 105,370
 - b. Single base station receiver. \$ 15,485
 - c. Bundled price for multiple base station receivers/each.

1-4	\$ <u>15,485</u>
5-9	\$ <u>13,836</u>
10+	\$ <u>10,537</u>
 - d. Annual Maintenance Fee. \$ 640
3. Provide price list for equipment and parts required for the installation/construction of various configurations for base stations. Examples of configurations:
 - a. Mounted on existing building \$ 1,000
 - b. Reconfigure an existing station \$ 1,000
 - c. Construction of a new base station \$ 1,500
4. Rover radio 450-470 MHz and / or 700 MHz, TX /RX. Unit cost \$ 1,500
5. Base station radio 450-470 MHz and / or 700 MHz
To include filters, isolators, antennas etc. An operational unit cost. \$ 2,900
6. Technical services (in addition to services included with purchase of network software and receivers) for support over the duration of the contract.

Name: Carl Thompson Title: _____ \$ 160.00 / hour
Name: Ryan Atkinson Title: _____ \$ 120.00 / hour
Name: Troy Langston Title: _____ \$ 120.00 / hour
OR
Blended hourly rate \$ 133.33 /hour

COST
The Utah Reference Network GPS

7. For additional training that is in addition to the training included with the purchase of the Central Data Management Application software, provide a per person training cost for any training that is recommended for employees that will be responsible for the installation and operation of the products included in this offer. Assume that the training will be held at one of your training facilities. Specify if the rate is hourly, daily, etc.

\$ 1,500 per day per session

The training rates listed is per session. This cost will cover an unlimited number of people in the training sessions, although the recommended class size is six people.

8. Optional Redundancy Ghosting Service [RGS]: \$ 35,000 per annum
9. The Rates for installation will be billed at the lessor of: (1) the basic installation charges listed in Item 3, or (2) the hourly rates listed in Item 6.
10. The rates for additional related parts/products will be GSA Pricing. For additional related parts/products not listed on the GSA Price List, the costs will be 10% off of List Price.
11. Contract Rates are guaranteed for two years. After the initial two years, rates will not increase by more than 7 ½ % per year. Rate increases will be processed through an Amendment to the Contract.

Rev. 030606

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER PD-1962

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

Monsen Engineering Incorporated
Name
960 South Main Street
Address
Salt Lake City Utah 84101
City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Richard Owen Monsen Phone #801-531-6505 Fax # 801-531-6569
Email richard@monsengineering.com Federal Tax ID# 87-0344636 Vendor # 01471B Commodity Code # 91829

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Statewide Contract to provide hardware, software and technical services to develop the Utah Reference Network GPS

3. CONTRACT PERIOD: Effective date: March 10, 2006 Termination date: March 10, 2008 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 3 (1) year renewal options.
4. PRICING AS PER THE ATTACHMENT Attachment D
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30-45 Days ARO
MINIMUM ORDER: One of any item
FREIGHT TERMS: Freight Prepaid to Utah with exact point of delivery specified by each order
5. ATTACHMENT A: Standard Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: (1) Trimble Navigation Limited End User License Agreement; (2) Schedule A to the Trimble Navigation Limited End User; (3) Virtual Reference Station GPSNet, DGPSNet, RTKNet Annual Software Support Agreement; (4) Schedule A to the Virtual Reference Station GPSNet, DGPSNet, RTKNet Annual Software Support Agreement.
ATTACHMENT D: Price List
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #DG5533 dated 6/15/05.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Richard Monsen
Contractor's Signature

Douglas G. Richins
Douglas G. Richins
Director, Div. of Purchasing & General Svs.

Richard Monsen - President
Type or Print Name and Title

3-16-06
Date

MAR 16 2006
Date

Attachment A
Standard Contract Terms and Conditions
State of Utah, State Cooperative Contract

Note: Changes have been made to the following terms: 15, 29, and 38.

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- 11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Trimble Hardware and Software Warranty will be the Warranty listed in the Trimble Navigation Limited End User License Agreement and Schedule A to the Trimble Navigation Limited End User. For other products, the following will apply: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of two years, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the

contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Patent Indemnity that applies to the Trimble Software is listed in the Trimble Navigation Limited End User License Agreement and Schedule A to the Trimble Navigation Limited End User. For other products, the following will apply: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall

be: 1. Attachment A: Standard Contract Terms and Conditions; 2. Attachment C: (a) Trimble Navigation Limited End User License Agreement with Schedule A to the Trimble Navigation Limited End User; (b) Virtual Reference Station GPSNet, DGPSNet, RTKNet Annual Software Support Agreement with Schedule A to the Virtual Reference Station GPSNet, DGPSNet, RTKNet Annual Software Support Agreement; 3. Attachment B: Scope of Work; 4. RFP #DG5533; 5. Contractor's response to RFP #DG5533; and 6. Attachment D: Price List.

39. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Version 7/5/2005 revised 3/6/06

ATTACHMENT B

State of Utah GPS Project Scope of Work

AGRC is responsible:

(Note: AGRC is the Automated Geographic Reference Center. AGRC is a section of the State of Utah, Dept. of Technology Services)

- * To create a contract between the AGRC & the reference station operators
- * To determine address's & locations for the reference stations
- * To coordinate with IT people & operators at reference locations
- * To establish a schedule for installation in Zones 1-2-3
- * To create a profile sheet for each reference station installation site, to include contact info, lists of hardware & software & photographs
- * To establish a link between websites of the AGRC & Monsen Engineering
- * To schedule with Monsen Engineering if and when their assistance is required for installations

Monsen Engineering is responsible:

- * To design an antenna mount to fit NGS standards and assign a part number & contract price to the State
- * To create a part number & contract price for the State for a "device server".
- * To be available to consult with the State before locations & installations are finalized with input from Trimble's consultants
- * To create an installation guideline check list for installations
- * To be prepared to perform reference station installations independently or cooperatively
- * To keep in inventory one (1) of each of the hardware devices included in the reference station solution. In the event that the State experiences a failure in the field, Monsen's would have a spare on hand.
- * To be available to AGRC for ongoing support in the event of original equipment failure. Troubleshooting by telephone would be the 1st attempt, followed by hardware swapping & lastly a "site visit".
- * To be available to address equipment failures for reference station operators inside the network who are utilizing legacy receivers. The fees for this service are outlined in the purchase agreement with the State.
- * To provide service under this agreement by the day or by the hour, as described in the purchase order with the State, whichever figure is lower.
- * To provide consulting services by Trimble after the network is in place at the hourly or daily rate outlined in the purchase order from the State.
- * To make available a list of recommended cell modems & contact list for "data only" cell phone contracts.
- * To utilized Monsen's web site to post information that would be informative and easily accessible to users of the network.
- * To configure & test any and all hardware scheduled for pickup at Monsen's SLC location.

Schedule A to the
Trimble Navigation Limited
End User License Agreement

Monsen Engineering Inc. and the State of Utah are entering into Contract PD-1962 which includes Trimble Navigation Ltd. Hardware and Software.

Monsen Engineering Inc., Trimble Navigation Ltd., and the State of Utah agree to the following Changes to the Trimble Navigation Limited End User License Agreement:

1. The parties agree that the Trimble Navigation Limited End User License Agreement that is attached to Contract PD-1962 will apply to the Trimble Software licenses that are purchased or provided under the Contract. Any different license terms and conditions that are included with the Software will be null and void. If any changes are made to the Trimble Navigation Limited End User License Agreement, the changes will be in writing and made through an Amendment to Contract PD-1962.
2. The first paragraph is changed as follows:
 - a. In the third sentence, delete “unless such are accompanied by different license terms and conditions which will govern their use.”
 - b. Delete the last two sentences.
3. Item 1.1 is changed as follows:
 - a. Change the fifth sentence as follows: “If you are a business rather than an individual, you may authorize the personnel associated with your business to use the Software, but only up to the number of persons or computers that are authorized under your Software License. Enterprise Licenses are authorized for all persons that have access to your network.”
 - b. Change the sixth sentence as follows: “You may also store or install a copy of ‘single-user’ Software on a storage device...”
 - c. Change the seventh sentence as follows: “A license for ‘single-user’ Software may not be shared or used concurrently on different computers.”
4. Item 1.2 is changed as follows:
 - a. In sub item (5), delete the first sentence in its entirety and replace with the following: “You may have ‘service bureau work’ under this Agreement.”
 - b. Change sub item (8) as follows: “Without prejudice as to any other rights, Trimble may issue a written notice of default if you fail to comply with the terms and conditions of this Agreement. You will have a fourteen (14) day period to cure any defaults. If a default remains after the fourteen (14) day period, Trimble may terminate this Agreement immediately.”
5. Add Item 1.5 as follows:

“1.5 Enterprise License and Multi-User Software Licenses. Notwithstanding any language to the contrary in this Agreement, but subject to the terms of Section 1.6 below: Trimble agrees that you may purchase Enterprise Licenses and/or Multi-User Licenses under this Agreement. Enterprise Licenses will be available for all users on your Network to access and use the Software. Multi-User Licenses will be available on your Network for up to the number of Users identified in the Multi-User License. All terms in this Agreement that apply to single user Software will be expanded, as appropriate, to apply to all users in the network for Enterprise Licenses and to multiple users for Multi-User Licenses.”

6. Add Item 1.6 as follows:

“1.6 Geographically Contiguous Islands. Subject to the terms and conditions of this Agreement and your payment of the applicable license fees, Trimble grants you a non-exclusive right to use one copy of the Software in a machine-readable form on any computer and operating system for which it was intended for the sole purpose of creating Network RTK data solutions within the State of Utah. Trimble acknowledges that the State of Utah may occasionally need to use reference station data from reference stations proximately adjacent to the borders of the State of Utah, which use is permitted under this license. The Software may not be used to run Non-Geographically Contiguous Islands outside the State of Utah unless you have purchased a separate license for such use or unless Trimble has expressly permitted such use in writing which is signed by an authorized Trimble manager. “Geographically Contiguous Island” means groups of reference stations within a geographically contiguous area in which inter-station spacing is generally 50km apart and where the reference station groups are separated by no more than 90km from each other. “Network RTK” means Virtual Reference Station (VRS), the Master Auxiliary Concept (MAC), aka RTCM3Net, the Flächenkorrekturparameter (FKP), or any future network RTK formats that Trimble may introduce into its software system in the future.”

7. Item 2.1, first sentence, is changed as follows:

“Trimble Navigation Limited warrants that the Software will, for a period of ninety (90) days from the date of receipt, substantially: (i) conform to Trimble’s published specifications for such Software and (ii) perform the functional requirements delineated in Sections 3.3 through 3.4 in Monsen Engineering’s Response to RFP DG5533 (with Trimble as a subcontractor); provided it is used with the Trimble products, computer products, and operating system for which it was designed. Trimble also warrants that the storage media on which Software is distributed and the accompanying documentation are substantially free from defects in materials and workmanship.”

8. Item 2.3 is changed as follows:

Delete the following verbiage from this term: “THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.”

9. Item 2.4, first sentence, is changed as follows:

“EXCEPT AS PROVIDED UNDER THIS AGREEMENT, YOU ASSUME THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE.”

10. Item 2.6 Patent Indemnity is added as follows:

“2.6 Patent Indemnity: Contractor will defend any action brought against State to the extent based on a claim that a product supplied by Contractor, when used for any of the purposes contemplated by Contractor, directly infringes a third party United States patent or United States copyright. Contractor will pay any award against State, or settlement entered into on State's behalf, based on such infringement only if State notifies Contractor promptly in writing of the claim, provides reasonable assistance in connection with the defense and/or settlement thereof, at Contractor's expense, and permits Contractor to control the defense and/or settlement thereof. Contractor shall have no liability if the alleged infringement is caused by (i) use of other than the then-most-recent version of such product provided by Contractor to State hereunder (after State has been given an opportunity to upgrade to the then-most-recent version to avoid patent infringement), (ii) use of a product for which Contractor has provided State with modifications or substitute products pursuant to this Term, if use of such modifications or substitute products would have prevented the claim, or (iii) any combination of Contractor’s product with State's product or other non-Contractor equipment, programs or data, where Contractor’s product alone would not have given rise to the claim.

In the event of an infringement action against State with respect to a product supplied by Contractor, or in the event Contractor believes such a claim is likely, Contractor shall be entitled, at its option but without obligation or additional cost to State or its customers, to (i) appropriately modify such products, or substitute other products which, in Contractor's opinion, do not infringe any third party intellectual property rights; provided, that such modifications or substitutions shall not materially affect the fit or function of such products; (ii) obtain a license with respect to the applicable third party intellectual property rights; or (iii) if neither (i) nor (ii) is commercially practicable, terminate State's licenses hereunder and reimburse State for the cost of purchase less an accumulated straight line depreciation for a normal life cycle of the products; the life cycle will be determined in accordance with generally accepted accounting guidelines."

11. Item 3.1 is changed as follows:

- a. Change the first sentence as follows: "This Agreement shall be governed by the laws of the State of Utah and applicable United States Federal law ..."
- b. Delete the third sentence, which starts with "Jurisdiction and venue...", in its entirety.

12. Item 3.3 is changed as follows:

"Trimble reserves all rights to the Software not expressly granted by this Agreement."

IN WITNESS WHEREOF, the parties sign and agree to these terms.

TRIMBLE NAVIGATION LIMITED:

[Signature] 14 MAR 2006
Contractor's signature Date

IRWIN KWATEK, VICE PRESIDENT
Type or Print Name and Title

STATE OF UTAH:

[Signature] MAR 16 2006
Douglas G. Richins Date
Director, Division of Purchasing

MONSEN ENGINEERING INC:

[Signature] 3-15-06
Contractor's signature Date

Richard Monsen - President
Type or Print Name and Title

Rev. 030706

TRIMBLE NAVIGATION LIMITED END USER LICENSE AGREEMENT

IMPORTANT, READ CAREFULLY. THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND TRIMBLE NAVIGATION LIMITED and applies to the computer software provided with the Trimble product purchased by you (whether built into hardware circuitry as firmware, embedded in flash memory or a PCMCIA card, or stored on magnetic or other media), or provided as a stand-alone computer software product, and includes any accompanying printed materials and any "online" or electronic documentation ("Software"). This Agreement will also apply to any Software error corrections, updates and upgrades subsequently furnished by Trimble, unless such are accompanied by different license terms and conditions which will govern their use. BY CLICKING "YES" IN THE ACCEPTANCE BOX, OR BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED SOFTWARE AND ACCOMPANYING TRIMBLE PRODUCT TO THE PLACE FROM WHICH YOU OBTAINED THEM FOR A FULL REFUND.

This Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1 SOFTWARE PRODUCT LICENSE

1.1 License Grant. This Agreement grants you a non-exclusive right to use one copy of the Software in a machine-readable form on any computer system. Such use is limited to use with Trimble products on any computer hardware and operating system for which it was intended. You may move the Software from one computer to another but may only use the Software on one computer at any time. If you are a business rather than an individual, you may authorize the personnel associated with your business to use the Software, ~~but only one person at one time, on one computer at one time.~~ You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other computers over an internal network; but in such case you must acquire and dedicate a license for each separate computer on which the Software is installed or run from the storage device. A license for the Software may not be shared or used concurrently on different computers.

1.2 Other Rights and Limitations. (1) The Software contains valuable trade secrets proprietary to Trimble and its suppliers. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so, provided, however, that to the extent any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give you the right to perform any of the aforementioned activities without Trimble's consent in order to gain certain information about the Software for purposes specified in the respective statutes (i.e., interoperability), you hereby agree that, before exercising any such rights, you shall first request such information from Trimble in writing detailing the purpose for which you need the information. Only if and after Trimble, at its sole discretion, partly or completely denies your request, may you exercise such statutory rights. (2) This

Software is licensed as a single product. You may not separate its component parts for use on more than one computer. (3) You may not rent, lease, or lend, the Software unless you are a reseller of Trimble products under separate written agreement with Trimble and authorized by Trimble to do so. (4) You may not modify or make derivative works of the Software. (5) No service bureau work, multiple-user license or time-sharing arrangement is permitted. For purposes of this Agreement "service bureau work" shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party over the Internet or other communications network. (6) You may permanently transfer all of your rights under this Agreement, provided you retain no copies, you transfer all of the Software (including all component parts, the media and printed materials, any upgrades, and this Agreement) and the recipient agrees to the terms of this Agreement. If the Software portion is an upgrade, any transfer must include all prior versions of the Software. (7) You may not export the Software or underlying technology in contravention of applicable U.S. and foreign export laws. (8) Without prejudice as to any other rights, Trimble may terminate this Agreement without notice if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the Software and all of its component parts.

1.3 Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by Trimble and its suppliers. You shall not remove, cover or alter any of Trimble's patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or on its packaging and related materials. You may, however, either (1) make one copy of the Software solely for backup or archival purposes, or (2) install the Software on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the accompanying printed materials.

1.4 U.S. Government Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this Agreement, and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

2 LIMITED WARRANTY.

2.1 Limited Warranty. Trimble warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. This limited warranty gives you specific legal rights, you may have others, which vary from state/jurisdiction to state/jurisdiction. The above limited warranty does not apply to error corrections, updates or upgrades of the Software after expiration of the ninety (90) day limited warranty period, which are provided "AS IS" and without warranty unless otherwise specified in writing by Trimble. Because the Software is inherently complex and may not be completely free of nonconformities, defects or errors, you are advised to verify your work. Trimble does not warrant that the Software will operate error free or uninterrupted, will meet your needs or expectations, or that all nonconformities can or will be corrected.

TRIMBLE NAVIGATION LIMITED END USER LICENSE AGREEMENT

2.2 Customer Remedies. Trimble's and its suppliers' entire liability, and your sole remedy, with respect to the Software shall be either, at Trimble's option, (a) repair or replacement of the Software, or (b) return of the license fee paid for any Software that does not meet Trimble's limited warranty. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

2.3 NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIMBLE AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, TERMS, AND CONDITIONS, EITHER EXPRESS OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, TERMS, AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH REGARD TO THE SOFTWARE, ITS SATISFACTORY QUALITY, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES, TERMS AND CONDITIONS ON THE SOFTWARE ARE LIMITED TO NINETY (90) DAYS. YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

2.4 LIMITATION OF LIABILITY. YOU ASSUME THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRIMBLE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

IN NO EVENT SHALL TRIMBLE'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE ACTUAL AMOUNT PAID TO TRIMBLE FOR USE OF THE SOFTWARE GIVING RISE TO THE CLAIM. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

2.5 PLEASE NOTE: If you have acquired this product from a dealer located in the European Union, the warranty provisions of this Section 2 will not apply. Please contact your dealer for applicable warranty information.

3 GENERAL

3.1 This Agreement shall be governed by the laws of the State of California and applicable United States Federal law without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Jurisdiction and venue of any dispute or court action arising from or related to this Agreement or the Software shall lie exclusively in or be transferred to the courts the County of Santa Clara, California, and/or the United States District Court for the Northern District of California. You hereby consent and agree not to contest, such jurisdiction, venue and governing law.

3.2 Section 3.1 notwithstanding, if you acquired this product in Canada, this Agreement is governed by the laws of the Province of Ontario, Canada. In such case each of the parties to this Agreement irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation that may arise under this Agreement in the courts located in the Judicial District of York, Province of Ontario. If you acquired this product in the European Union, this Agreement is governed by the laws of The Netherlands, excluding its rules governing conflicts of laws and excluding the United Nations Convention on the International Sale of Goods. In such case each of the parties to this Agreement irrevocably attorns to the jurisdiction of the courts of The Netherlands and further agrees to commence any litigation that may arise under this Agreement in the courts of The Hague, The Netherlands.

3.3 Trimble reserves all rights not expressly granted by this Agreement.

Schedule A to the
Virtual Reference Station GPSNet, DGPSNet, RTKNet
Annual Software Support Agreement

Monsen Engineering Inc. and the State of Utah are entering into Contract PD-1962 which includes Trimble Navigation Ltd. Hardware and Software Software Support.

Monsen Engineering Inc., Trimble Navigation Ltd. (Trimble), and the State of Utah (you) agree to the following Changes to the Trimble Virtual Reference Station GPSNet, DGPSNet, RTKNet Annual Software Support Agreement:

1. The parties agree that the Trimble Virtual Reference Station GPSNet, DGPSNet, RTKNet Annual Software Support Agreement that is attached to Contract PD-1962 will apply to the Software Extended Limited Warranties and related annual support ("Annual Software Support") that are purchased or provided under this Agreement. Any different license terms and conditions that are included with the software will be null and void. If any changes are made to the Trimble Virtual Reference Station GPSNet, DGPSNet, RTKNet Annual Software Support Agreement, the changes will be in writing and made through an Amendment to Contract PD-1962.
2. The parties agree that the Annual Software Support is available to "Individual Customers" of the State of Utah. "Individual Customers" will be defined as individual State agencies and individual political subdivisions, as State Entities, that use these services. Each "Individual Customer will be responsible for their own charges, fees, and liabilities. Trimble will apply the charges to each Individual Customer separately.
3. Page 1, the first paragraph is changed as follows:
 - a. After the first sentence, add the following: "Notwithstanding the preceding statement, the parties agree that the initial purchase of products and software include two (2) years of Annual Support, and that the first renewal will be after the initial two years."
 - b. The last sentence is replaced with the following: "This Agreement is to be signed by Trimble and your "Individual Customers" at the time of initial sale and at every Renewal."
4. Page 1, the second paragraph is changed as follows:

"This Signature Page, together with the Attached Trimble Navigation Limited Terms and Conditions and this Schedule A, form the entire Annual Software Operating Agreement provided by Trimble Navigation Limited to Purchaser for the above-designated Products."
5. Item 2.1, sub item (c) is changed as follows:

"(c) Without prejudice as to any other rights, Trimble may issue a written notice of default if you fail to comply with the terms and conditions of this Agreement. You will have a fourteen (14) day period to cure any defaults. If a default remains after the fourteen (14) day period, Trimble may terminate this Agreement immediately."
6. Item 3.1, first sentence, is changed as follows:

"During the Software Extended Limited Warranty Period specified in this Support Agreement (i.e. 2 years from date of receipt of the Software), Trimble Navigation Limited warrants that the Software will substantially: (i) conform to Trimble's published specifications for such Software and (ii) perform the functional requirements delineated in Sections 3.3 through 3.4 in Monsen Engineering's Response to RFP

DG5533 (with Trimble as a subcontractor); provided it is used with the Trimble products, computer products, and operating system for which it was designed.”

7. Item 6.3, last sentence, is changed as follows:

“No change to the Extended Limited Warranty Agreement shall be effective unless in writing and signed by Trimble and the State of Utah Director of Purchasing.”

8. Item 6.4, first sentence, is changed as follows:


“This Extended Limited Warranty Support Agreement shall be governed by and construed under the State of Utah law and applicable United States Federal law ...”

9. Item 6.5 is changed as follows:

“Trimble reserves all rights to the Software not expressly granted by this Agreement.”


IN WITNESS WHEREOF, the parties sign and agree to these terms.

TRIMBLE NAVIGATION LIMITED:

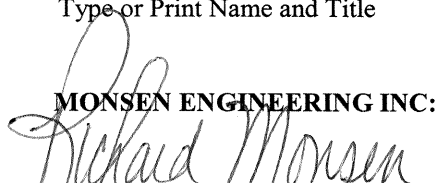
 14 MAR 2006
Contractor's signature Date

IRWIN KWATEK, VICE PRESIDENT
Type or Print Name and Title

STATE OF UTAH:

 MAR 16 2006
Douglas G. Richins Date
Director, Division of Purchasing

MONSEN ENGINEERING INC:

 3-15-06
Contractor's signature Date

Richard Monsen - President
Type or Print Name and Title



Trimble Navigation Limited

645 North Mary Avenue
Sunnyvale, CA 94086
408-481-8000

VIRTUAL REFERENCE STATION GPSNet, DGPSNet, RTKNet ANNUAL SOFTWARE SUPPORT AGREEMENT

SIGNATURE PAGE

Purchaser:

Address:

Contact Name:

Contact e-mail:

Contact Telephone:

Voice:

Fax:

Trimble Contact Name:

Trimble Contact e-mail:

Trimble Contact

Telephone:

Voice:

Fax:

Commencement Date: _____ Annual Fee: _____

The Purchaser of the Product(s) listed below agrees that the Product(s) require an Annual Software Support Agreement which must be renewed yearly for one (1) year period renewals ("Renewal(s)") in order to insure receipt of software upgrades and support as outlined in the attached Terms and Conditions.. At each Renewal, the Purchaser must pay the Annual Fee as determined at the time of Renewal, based on the system configuration at the time of Renewal. This Agreement is to be signed by all parties at the time of initial sale and at every Renewal.

Product:	Version/Release	Part No.	Serial No.

This Signature Page, together with the attached Trimble Navigation Limited Terms and Conditions, form the entire Annual Software Operating Agreement provided by Trimble Navigation Limited to Purchaser for the above-designated Products.

TRIMBLE NAVIGATION LIMITED:

PURCHASER:

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Dated:

Dated:

TRIMBLE NAVIGATION LIMITED – ANNUAL SOFTWARE OPERATING AGREEMENT

TERM AND CONDITIONS

1. DEFINITIONS

1.1 "Extended Warranty Period" means the period that this Agreement is effective.

1.2 "Fix" means an error correction or other update created to fix a previous software version that does not substantially conform to its published specifications.

1.3 A "Major Upgrade" occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a significant new feature and a Major Upgrade.

1.4 A "Minor Update" occurs when enhancements are made to current features in a software program.

1.5 "Products" shall mean those hardware products listed on the Support Agreement.

1.6 "Software" as used herein shall mean the computer software listed on the Support Agreement provided with the Trimble Product purchased by You (whether built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media), or provided as a stand-alone computer software product.

1.7 "You," or "Your" when used below, shall mean the Purchaser as set forth on the Signature Page of this Agreement.

2. SOFTWARE USE AND OPERATION

2.1 Rights and Limitations. (a) The Software contains valuable trade secrets proprietary to Trimble and its suppliers. To the extent permitted by relevant law, You shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so, provided, however, that to the extent any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give You the right to perform any of the aforementioned activities without Trimble's consent in order to gain certain information about the Software for purposes specified in the respective statutes (i.e., interoperability), You hereby agree that, before exercising any such rights, You shall first request such information from Trimble in writing detailing the purpose for which You need the information. Only if and after Trimble, at its sole discretion, partly or completely denies Your request, may You exercise such statutory rights. (b) You may not export the Software or underlying technology in contravention of applicable U.S. and foreign export laws. (c) Without prejudice as to any other rights, Trimble may terminate this Agreement without notice if You fail to comply with the terms and conditions of this Agreement. In such event, You must destroy all copies of the Software and all of its component parts.

2.2 Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by Trimble and its suppliers. You shall not remove, cover or alter any of Trimble's patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or on its packaging and related materials. You may, however, either (1) make one copy of the Software solely for backup or archival purposes, or (2) install the Software on a single computer provided You keep the original solely for backup or archival purposes. You may not copy the accompanying printed materials.

2.3 U.S. Government Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this Agreement, and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

3. SOFTWARE EXTENDED LIMITED WARRANTY

[APPLICABLE TO SOFTWARE PRODUCTS LISTED IN THE SUPPORT AGREEMENT, IF ANY]

3.1 Software Extended Limited Warranty. During the Software Extended Limited Warranty Period specified in this Support Agreement, Trimble Navigation Limited warrants that the Software Products will substantially conform to the published specifications provided it is used with the Trimble products, computer products, VRS Annual Support Agreement

and operating system for which it was designed. Trimble also warrants that the storage media on which Software is distributed and the accompanying documentation are substantially free from defects in materials and workmanship. Such warranty shall not apply in the event or to the extent that data supplied by You contains errors or is improperly or incorrectly installed. During the Software Extended Limited Warranty Period, Trimble will replace defective media or documentation, or correct substantial program errors at no charge. If Trimble is unable to repair or replace defective media or documentation, or correct substantial program errors, Trimble will refund the price paid for the Support Agreement. **These are Your sole remedies and Trimble's sole liability for any breach of this Extended Limited Warranty.**

3.2 Software Warranty Exclusions. The above warranty shall not apply to Software that (1) has been altered or modified in any way without Trimble's authorization; (2) has problems resulting from interaction with software or hardware not supplied or supported by Trimble; (3) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by Purchaser.

3.3 Software Support Services. During the Software Extended Limited Warranty Period Trimble, or a Trimble representative designated by Trimble, will provide Technical Assistance (as described below) to You to resolve issues that prevent the Software from substantially conforming to its published specifications. If You have acquired the Software or this Software Extended Limited Warranty from a Trimble distributor and not from Trimble directly, You must first contact the distributor for such Technical Assistance. Technical Assistance shall consist of: providing assistance in resolving documentation, installation, configuration, and usability issues; diagnosing problems and providing workarounds or fixes for known problems; diagnosing interoperability issues and providing workarounds, if possible; diagnosing new product defects and providing temporary fixes or workarounds, if possible; and characterizing newly discovered defects, initiating corrective action, and distributing the correction when available.

3.4 Software Enhancements. During the Software Extended Limited Warranty Period You will be entitled to receive, at no additional charge, such Fixes and Minor Updates to the Software as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble products generally. If You have purchased the Products or this Software Extended Limited Warranty from an authorized Trimble distributor rather than from Trimble directly, Trimble may, in its sole discretion, forward the software Fix or Minor Update to the Trimble distributor for final distribution to You. Major Upgrades, new products, or substantially new software releases, as identified by Trimble are expressly excluded from this enhancement process and Software Extended Limited Warranty.

4. HARDWARE EXTENDED LIMITED WARRANTY

[APPLICABLE TO HARDWARE PRODUCTS LISTED IN THE SUPPORT AGREEMENT, IF ANY]

4.1 Hardware Warranty. During the Hardware Extended Limited Warranty Period specified in the Support Agreement Trimble Navigation Limited warrants that the Trimble Navigation Limited Hardware Products will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Trimble will at its option either repair or replace Products that prove to be defective. If Trimble is unable to repair or replace the Products, Trimble will refund the price paid for this Support Agreement. You shall pay all shipping charges for Products returned for warranty repair service. Trimble shall pay all shipping charges for the return of Products to the Customer. **These are Your sole remedies, and Trimble's sole liability, for any breach of this extended limited warranty.**

4.2 Hardware Warranty Exclusions. The above warranty shall not apply to defects resulting from: (1) improper or inadequate maintenance by You; (2) software or interfacing not supplied by Trimble; (3) unauthorized modification or misuse; (4) operation outside of the environmental specifications of the product; (5) improper installation, where applicable; (6) lightning or other electrical discharge; (7) fresh or salt water immersion or spray; (8) normal wear and tear on consumable parts (for example, and without limitation, batteries).

4.3 Repair/Replacement Policy and Procedures. If You have purchased the Hardware Products or this Hardware Extended Limited Warranty from a Trimble distributor and not from Trimble directly, You

must first contact Your Trimble distributor for warranty repair assistance. Your Trimble distributor will direct You to the appropriate Trimble Authorized Service Provider to which You will return defective Products for repair. Trimble, or the Trimble Authorized Service Provider, will repair the defective Hardware Product and return it to the customer. Trimble, or the Trimble Authorized Service Provider, reserves the right to use either new, or warranted as new, replacement parts to repair the defective product. All used parts shall become the property of Trimble.

5. DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY
EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE HARDWARE, AND SOFTWARE PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE NAVIGATION LIMITED OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION.

THE ABOVE WARRANTIES SHALL NOT APPLY AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR PERFORMANCE PROBLEMS RESULTING FROM PURCHASER DATA.

THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE HARDWARE AND SOFTWARE PRODUCTS AND DOCUMENTATION, IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TRIMBLE NAVIGATION LIMITED IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS.

IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, AND ACCOMPANYING DOCUMENTATION, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS

DEVELOPED BETWEEN YOU AND TRIMBLE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. MISCELLANEOUS

6.1 Not Transferable. The Extended Limited Warranties provided for herein are not transferable to other Trimble products.

6.2 Assignment. The Extended Limited Warranties provided for herein are personal to You and may not be transferred or assigned, except that in the event of sale or transfer of the Products to a new owner, the Extended Limited Warranties may be transferred and assigned to such new owner on the condition that notification of the ownership transfer is given to, and the new owner is registered with Trimble. Trimble shall not be required to provide services under this Extended Limited Warranty Agreement to any such assignee or transferee who is not so registered.

6.3 Entire Understanding; Modifications. The Extended Limited Warranty Support Agreement sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to the Extended Limited Warranty Agreement shall be effective unless in writing and signed by Trimble.

6.4 Governing Law; Jurisdiction and Venue. This Extended Limited Warranty Support Agreement shall be governed by and construed under California law and applicable United States federal law, without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The foregoing notwithstanding, if You acquired the Products or the Support Agreement in Canada, this Agreement is governed by the laws of the Province of Ontario, Canada.

6.5 Trimble reserves all rights not expressly granted by this Agreement.

NOTE: IF YOU HAVE ACQUIRED THE PRODUCTS, SOFTWARE OR EXTENDED LIMITED WARRANTY IN THE EUROPEAN UNION THROUGH A THIRD PARTY OTHER THAN TRIMBLE, THE TERMS OF THIS EXTENDED LIMITED WARRANTY AND SUPPORT AGREEMENT MAY NOT APPLY. PLEASE CONTACT YOUR AUTHORIZED TRIMBLE DISTRIBUTOR TO RECEIVE APPLICABLE WARRANTIES.



STATE OF UTAH CONTRACT NUMBER: **PD1962**

March 17, 2006

FINET COMMODITY CODES:

91829000000: COMPUTER – SOFTWARE CONSULTING.